

171 SELLER agrees to provide the utilities for inspections and immediate access. Inspection period will be extended
172 by the same number of days that the BUYER is not granted immediate access to the property or all utilities are
173 not provided by the SELLER. If the BUYER is not satisfied with the condition of the Property or the results of the
174 BUYER'S due diligence investigation, the BUYER may choose one of the following options within the inspection
175 and due diligence period:

176 **Option 1:** The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void;
177 or

178 **Option 2:** The BUYER may indicate in writing the deficiencies and desired remedies and the SELLER will within
179 seventy two (72) hours respond in writing as to the SELLER'S willingness to remedy those deficiencies
180 ("SELLER'S Response").
181

182
183 Should the SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the
184 BUYER, then the BUYER shall have seventy-two (72) hours from the date of the SELLER'S Response or
185 seventy-two (72) hours from the date that the SELLER'S Response was due, whichever is earlier, to: (a) accept
186 the SELLER'S Response to the BUYER'S written requests or (b) accept the Property in its current condition, or (c)
187 to elect to terminate this Agreement. The BUYER'S response shall be in writing. Upon the BUYER'S failure to
188 respond to the SELLER'S Response by the time specified or the BUYER'S electing, in writing, to terminate this
189 Agreement, the Agreement shall be automatically, with no further action required by either party, ipso facto null
190 and void except for return of Deposit to the BUYER.

191
192 FAILURE TO GIVE WRITTEN NOTICE OF EITHER TERMINATION OR DEFICIENCIES AND DESIRED
193 REMEDIES TO THE SELLER (OR THE SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 155
194 THROUGH 181 WITHIN THE INSPECTION AND DUE DILIGENCE PERIOD SHALL BE DEEMED AS
195 ACCEPTANCE BY THE BUYER OF THE PROPERTY'S CURRENT CONDITION.

196
197 **PRIVATE WATER/SEWERAGE:**

198
199 There is/are _____ (____) private water system(s) servicing only the primary residence, and the attached
200 private Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary
201 residence.
202

203 There is/are _____ (____) private septic/treatment system(s) servicing only the primary residence and
204 the attached private Septic/Water Addendum inspections shall include only those systems supplying service to
205 the primary residence.
206

207 There is NO private septic/treatment system(s) servicing only the primary residence.
208

209 **HOME SERVICE/WARRANTY:** A home service/warranty plan will / will not be purchased at the closing of
210 sale at a cost not to exceed \$_____ to be paid by the BUYER / the SELLER. Home Service
211 Warranty will be ordered by _____.
212

213 It is understood that the Agent/Broker may receive compensation from the home warranty company for actual
214 services performed. The home service warranty plan does not warrant pre-existing defects and options, and does
215 not supersede or replace any other inspection clause or responsibilities. If neither the BUYER nor the SELLER
216 accepts the home service warranty plan, they declare that they have been made aware of the existence of such a
217 plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due to
218 their rejection of such a plan.
219

220 **WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION:** (CHECK ONE ONLY)

221 A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full
222 SELLER warranties as to any claims or causes of action including but not limited to redhibition pursuant to
223 Louisiana Civil Code Article 2520, *et seq.* and Article 2541, *et seq.*
224

225 B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize
226 that the Property being sold and purchased is to be transferred in "as is" condition and further the BUYER does
227 hereby waive, relieve and release the SELLER from any claims or causes of action for redhibition pursuant to
228 Louisiana Civil Code Article 2520, *et seq.* and Article 2541, *et seq.* or for reduction of Sale Price pursuant to
229 Louisiana Civil Code Article 2541, *et seq.* Additionally, the BUYER acknowledges that this sale is made without
230 warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and
231 the BUYER agree that this clause shall be made a part of the Act of Sale.



232 C. NEW HOME WARRANTIES. Notwithstanding lines 220 through 231 and irrespective of whether A or B
233 above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead
234 the provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq.*) shall apply. The warranty of condition of
235 this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the
236 New Home Warranty Act.
237

238 **MERCHANTABLE TITLE/CURATIVE WORK:** The SELLER shall deliver to the BUYER a merchantable title at
239 the SELLER'S costs (see lines 242 through 244). In the event curative work in connection with the title to the
240 Property is required or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the
241 parties agree to and do extend the date for passing the Act of Sale to a date not more than
242 _____ (_____) calendar days from the date of the Act of Sale stated herein. The
243 SELLER'S title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at
244 Act of Sale. All costs and fees required to make title merchantable shall be paid by the SELLER. The SELLER
245 shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable title
246 within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to
247 demand the return of the Deposit and to recover from the SELLER actual costs incurred in processing of sale as
248 well as legal fees incurred by the BUYER.
249

250 **FINAL WALK THROUGH:** The BUYER shall have the right to re-inspect the Property within five (5) calendar
251 days prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the
252 same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been
253 completed. The SELLER agrees to provide utilities for the final walk through and immediate access to the
254 Property.
255

256 **DEFAULT OF AGREEMENT BY THE SELLER:** In the event of any default of this Agreement by the SELLER,
257 the BUYER shall at the BUYER'S option have the right to declare this Agreement null and void with no further
258 demand, or to demand and/or sue for any of the following:

- 259
260 1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount
261 equal to 10% of the Sale Price as stipulated damages.
262

263 Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to
264 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be
265 liable for Broker fees.
266

267 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any default of this Agreement by the BUYER, the
268 SELLER shall have at the SELLER'S option the right to declare this Agreement null and void with no further
269 demand, or to demand and sue for any of the following: 1) Termination of this Agreement; 2) Specific
270 performance; 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated
271 damages.
272

273 Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to
274 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be
275 liable for Broker fees.
276

277 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that
278 can affect real property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing
279 this page of the Agreement, the BUYER acknowledges that the real estate agent has provided the BUYER with
280 the EPA website enabling the BUYER to obtain information regarding common mold related hazards.
281

282 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator
283 Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of
284 the locations of individuals who are required to register pursuant to LA R.S. 15:540, *et seq.* The website for the
285 database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of
286 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100.
287 Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.
288

289 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of
290 the State of Louisiana.
291

292 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or
293 extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this
294 Agreement shall end at 11:59 p.m. in Louisiana.

BUYER'S Initials _____

SELLER'S Initials _____



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ADDITIONAL TERMS AND CONDITIONS:

ROLES OF BROKERS AND DESIGNATED AGENTS: Broker(s) and Designated Agent(s) have acted only as real estate brokers to bring the parties together and make no warranty to either party for performance or non performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.

Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and the BUYER has or will independently investigate all conditions and characteristics of the Property which are important to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to inspect or re-inspect the Property; the BUYER understands any representative desired by the BUYER may perform this function. In the event Broker/Agent(s) provides names or sources for such advice or assistance, Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the condition of Property or interest to be acquired, or guarantee that all defects are disclosed by the SELLER(S). Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or insurability. The Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether or not the Property is situated in or out of the Government's hundred year flood plan or is or would be classified as wetlands by the U.S. Army Corps of Engineers, or as to the presence of wood destroying insects or damage there from. The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.

LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:

- Contingency for Sale of the BUYER'S Other Property Addendum
- Condominium Addendum
- FHA Amendatory Clause
- New Construction Addendum
- Private Water/Sewerage Addendum
- _____
- _____
- _____

If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on blanks provided in this form or Addendum attached to this Agreement, the additional, modified or Addendum provisions control.

SINGULAR – PLURAL USE: Wherever the word BUYER or the word SELLER occurs in this Agreement or is referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may be.

ACCEPTANCE: Acceptance of this Agreement must be in writing. This agreement may be executed by use of electronic signatures, in accordance with the Louisiana Uniform Electronic Transaction Act. The original of this Agreement shall be delivered to the listing Broker's firm. This Agreement and any supplement addendum or modification relating hereto, including any photocopy, facsimile or electronic transmission thereof, may be executed in two or more counterparts, all of which shall constitute one and the same Agreement.

NOTICES AND OTHER COMMUNICATIONS: All notices, requests, claims, demands, and other communications related to or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding service of process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery; (c) overnight delivery; (d) facsimile, (e) e-mail, or (f) other e-signature transmissions addressed to the respective addresses of the parties as (a) written on the first page of this Agreement; (b) as designated below on lines 357 through 365; or (c) at such other addresses as the respective parties may designate by written notice.

The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be treated as originals of the signatures and documents transmitted in the above referenced real estate transaction. Specifically, the BUYER and SELLER consent to the use of electronic documents, the electronic transmission of documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or modification relating thereto, including but not limited to any notices, requests, claims, demands and other communications as set forth in the Agreement.



Property address, street, city, state, zip

Date

356 The BUYER further authorizes notices and other communications to be delivered electronically to the following
357 address(es):

358 BUYER address(es): _____
359

360 With a copy to:

361 BUYER's Agent address(es): _____

362 The SELLER further authorizes notices and other communications to be delivered electronically to the
363 following address(es):

364 SELLER address(es): _____
365

366 With a copy to:

367 SELLER's Agent address(es): _____

368 **CONTRACT:** This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT
369 CAREFULLY. If you do not understand the effect of any part of this Agreement seek legal advice before signing
370 this contract or attempting to enforce any obligation or remedy provided herein.

371 **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties, and any other
372 agreements not incorporated herein in writing are void and of no force and effect.
373
374

375 **EXPIRATION OF OFFER:**

376 This offer is binding and irrevocable until _____, 20____ at _____ AM PM MIDNIGHT NOON.
377 The Acceptance of this offer must be communicated to the offering party by the deadline stated on line 376 to be
378 binding and effective.
379

380 **X** _____

381 Buyer's / Seller's Signature Date/Time AM PM

382 _____

383 Print Buyer's/Seller's Full Name (First, Middle, Last)

384 _____

385 Street Address

386 _____

387 City, State, Zip

388 _____

389 Telephone Number.Cell

390 _____

391 Telephone Number.Home Telephone Number.Work

392 _____

393 E-Mail Address

394 _____

395 This offer was presented to the Seller Buyer by

396 Day/ Date/ Time AM PM MIDNIGHT NOON
397

398 This offer is: **Accepted** **Rejected** (without counter) **Countered** (See Attached Counter) by:

399

400 **X** _____

401 Buyer's / Seller's Signature Date/Time AM PM

402 _____

403 Print Buyer's/Seller's Full Name (First, Middle, Last)

404 _____

405 Street Address

406 _____

407 City, State, Zip

408 _____

409 Telephone Number.Cell

410 _____

411 Telephone Number.Home Telephone Number.Work

412 _____

413 E-Mail Address

414 _____

This counter offer was presented to the Seller Buyer by

Day/ Date/ Time AM PM MIDNIGHT NOON

